



at&t

WHOLESALE AGREEMENT

Customer Name: Qwest Communications Corporation

Qwest Communications adoption of MCI KY	2
Adoption Papers	3
Signature Page	5
Exhibit 1	6

CLEC Agreement with:
Qwest Communications Corporation

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Qwest Communications Corporation ("Qwest Communications"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, Qwest Communications has requested that AT&T make available the interconnection agreement in its entirety executed between AT&T and MCImetro Access Transmission Services, L.L.C dated November 5, 2006, for the state of Kentucky.

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, CLEC has adopted the MCImetro Access Transmission Services for the State of Kentucky;

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, Qwest Communications and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. Qwest Communications and AT&T shall adopt in its entirety the MCImetro Access Transmission Services, L.L.C Interconnection Agreement dated November 5, 2006 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCImetro Access Transmission Services, L.L.C Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Table of Contents	1
Title Page	1
Adoption Papers	3
Exhibit 1 – Cover Page	1
MCImetro Access Transmission Services – Kentucky Agreement	496
TOTAL	502

3. The term of this Agreement shall be from the Effective Date, which is, thirty (30) days after the last signature executing the Agreement and shall expire as set forth in Section 2 of the General Terms and Conditions of the AT&T Interconnection Agreement. For the purposes of determining the expiration date of this Agreement, the expiration date shall be November 4, 2009.

4. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation,

proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

5. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Qwest Communications Corporation

Charles Lahey
1801 California Street
4th Floor Attn: Rebecca Myers
Denver, CO 80202
703-363-4452
charles.lahey@qwest.com


and


Kristin Smith
Qwest Legal Department
1801 California Street
10th Floor Attn: Carrier Management
Denver, CO 80202
303-383-6614
kristin.smith@qwest.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

Qwest Communications Corporation

BellSouth Telecommunications, Inc. d/b/a
 AT&T Alabama, AT&T Florida, AT&T Georgia,
 AT&T Kentucky, AT&T Louisiana, AT&T
 Mississippi, AT&T North Carolina, AT&T South
 Carolina and AT&T Tennessee

By: 
 Name: Dan Willis
 Title: Director
 Date: 6/20/08

By: 
 Name: Kristen E. Shore
 Title: Director
 Date: 7/10/08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NORTH CAROLINA	_____	_____
GEORGIA	_____	_____	SOUTH CAROLINA	_____	_____
KENTUCKY	_____	_____	TENNESSEE	_____	_____
LOUISIANA	_____	_____			

EXHIBIT 1